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Attorneys for Plaintiff, Knights Franchise Systems, Inc.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

KNIGHTS FRANCHISE SYSTEMS, INC., a
Delaware Corporation,

Plaintiff,

v.

PARADISE MOTEL, INC., a Mississippi
Corporation; VIJAY PAJPUT, an individual;
KETAN KHER, an individual; HARISH
KHER, an individual; and ASHWIN KHER,
an individual,

Defendants.

Civil Action Number 14-cv-4579(WJM)(MF)

FINAL JUDGMENT BY DEFAULT

This matter having been opened to the Court by plaintiff, Knights Franchise Systems, Inc. (“KFS”), by its attorneys, LeClairRyan, seeking the entry of Final Judgment by Default against defendants, Paradise Motel, Inc., Vijay Pajput, Ketan Kher, Harish Kher, and Ashwin Kher (collectively, the “Defendants”), pursuant to Fed. R. Civ. P. 55(b)(2); and it appearing that the Complaint in this matter was filed on July 21, 2014, seeking damages as a result of the breach of a franchise agreement between KFS and Paradise Motel, Inc.; and service of the Summons and Complaint having been effectuated with respect to Paradise Motel, Inc., Harish Kher, and Ashwin Kher by personally serving them on September 16, 2014, in Grenada, Mississippi; and service of the Summons and Complaint having been effectuated with respect Ketan Kher by personally serving

him on August 13, 2014, in Memphis, Tennessee; and service of the Summons and Complaint having been effectuated with respect to Vijay Pajput by personally serving him on December 11, 2014, in Vancleave, Mississippi; and it appearing that default was duly noted by the Clerk of the Court against Defendants on January 15, 2015 for their failure to plead or otherwise defend in this action; and the Court having reviewed the papers; and good cause having been shown:

IT IS on this 16 day of June, 2015,

ORDERED, ADJUDGED, AND DECREED that KFS have judgment against Defendants, jointly and severally, in the total amount of \$115,394.34, comprised of the following:

- a) \$19,959.72 for liquidated damages (principal plus prejudgment interest);
- b) \$85,641.39 for Recurring Fees (principal plus prejudgment interest); and
- c) \$9,793.23 for attorneys' fees and costs.


HON. WILLIAM J. MARTINI, U.S.D.J.